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11           **UNITED STATES DISTRICT COURT**

12           **CENTRAL DISTRICT OF CALIFORNIA- WEST REGION**

13           VBCONVERSIONS LLC, A CALIFORNIA  
14           LIMITED LIABILITY COMPANY,

15           Plaintiff,

16           vs.

17           EXIDA, LLC., A PENNSYLVANIA  
18           LIMITED LIABILITY COMPANY; JOHN  
19           CHRISTMAN, AN INDIVIDUAL; DOES 1-  
20           10, INCLUSIVE,

21           Defendant.

22           CASE NO.

23           **COMPLAINT**

- 24           **1. COPYRIGHT INFRINGEMENT;  
2. CONTRIBUTORY COPYRIGHT  
INFRINGEMENT;  
3. VICARIOUS COPYRIGHT  
INFRINGEMENT;  
4. VIOLATION OF THE DIGITAL  
MILLENNIUM COPYRIGHT ACT,  
§1201(a);  
5. REQUEST FOR INJUNCTIVE  
RELIEF.**

25           *Demand for jury trial*

26           COMES NOW, Plaintiff, VBConversions LLC, a California limited liability  
27           company, which alleges that Defendants Exida LLC, a Pennsylvania limited liability  
28           company, John Christman, an individual, are liable to it for copyright infringement,  
29           contributory copyright infringement, vicarious copyright infringement and violation  
30           of the Digital Millennium Copyright Act, §1201(a) in connection with Plaintiffs  
31           copyrighted software entitled VB.Net to C# Converter. ("C#" is pronounced "C

1 Sharp".) This action is based upon a federal question and seeks damages and  
 2 injunctive relief upon Defendants' unauthorized access, copying and usage of  
 3 Plaintiff's copyrighted software.  
 4

## 5 JURISDICTION AND VENUE

6 1. This action arises under the Copyright Act of the United States 17  
 7 U.S.C. §101 and §501, et seq. and the Digital Millennium Copyright Act, 17 U.S.C.  
 8 §1201(a). This Court has jurisdiction over the subject matter of this action pursuant  
 9 to 28 U.S.C. §1338(a). Jurisdiction is further founded upon the Defendants'  
 10 acceptance of a licensing agreement in connection with use of VB.Net to C#  
 11 Converter, whereby the parties agree to subject themselves to the personal  
 12 jurisdiction of the courts of the State of California.  
 13

14 2. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)(3) &  
 15 §1400(a). Venue is also proper as the result the Defendants' acceptance of the  
 16 above-mentioned licensing agreement's forum-selection clause which designates the  
 17 County of Los Angeles, State of California, as the location for hearing any dispute  
 18 arising in relation to use of the program.  
 19

## 20 PARTIES

21 3. VBConversions LLC (hereinafter "VBC") is a California limited  
 22 liability company, with its principal place of business located in Santa Monica,  
 23 California. VBC is a software developer and engages in the licensing of its software  
 24 products on the Internet.  
 25

1           4. Plaintiff is informed and believes and thereon alleges that Exida LLC  
 2 ("Exida") is a Pennsylvania limited liability company with its principal place of  
 3 business located at 64 North Main Street, Sellersville, PA 18960. On information  
 4 and belief, Plaintiff alleges that Exida is a consultant and provider of safety  
 5 solutions for business.

7           5. Plaintiff is informed and believes and thereon alleges that all relevant  
 8 times, John Christman, was an employee of Exida acting within the course of his  
 9 employment with the title of computer programmer.

11          6. Plaintiff is informed and believes and thereon alleges that at all times  
 12 mentioned herein Defendants, and each of them, have engaged in and continue to  
 13 engage in the purchase and/or sale of goods and services within the County of Los  
 14 Angeles, State of California and have generally directed their activities at California.

17          7. Plaintiff is unaware of the names and true capacities of Defendants,  
 18 whether individual, corporate and/or partnership entities, named herein as DOES I  
 19 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff  
 20 will seek leave to amend this complaint when their true names and capacities are  
 21 ascertained. Plaintiff is informed and believes and thereon alleges that all of the  
 22 Defendants, known and unknown, are in some manner responsible for the wrongs  
 23 alleged herein and that at all times mentioned herein were the agents and servants or  
 24 joint venturers/ partners-in-concert of the other Defendants, and acted within the  
 25  
 26  
 27

1 course and scope of said agency and employment or within the parameter of their  
2 agreement.

3       8. Plaintiff is informed and believes and thereon alleges that at all times  
4 relevant hereto, Defendants and DOES 1-10, inclusive, knew or reasonably should  
5 have known of the acts and behavior alleged herein and the damages caused thereby,  
6 and by their inaction ratified and encouraged such acts and behavior.  
7

8       **GENERAL ALLEGATIONS**

9       **Background**

10      9. Visual Basic (VB) is a computer programming language developed and  
11 sold by Microsoft Corporation since as early as 1991. Historically, it has been  
12 among the most popular programming languages for use in business programming  
13 and has long had one of the largest user bases of any programming language. There  
14 is, therefore, a vast amount of software that has been developed over the years in  
15 VB. Many of these VB programs are of significant complexity and size.  
16

17      10. In or around 2001, Microsoft Corporation introduced an "evolved"  
18 version of Visual Basic called Visual Basic .Net (VBN) oriented towards modern,  
19 Internet programming tasks.  
20

21      11. Since 2000, however, the language C#, also developed by Microsoft  
22 Corporation (but adopted as an international standard) has taken the place of VB for  
23 much business programming, particularly that oriented toward the Internet. C# is  
24 intended to be a simple, modern, general-purpose, programming language. The  
25

1 language is intended for use in developing software components suitable for  
2 deployment in many different environments. For instance, while VB and VBN are  
3 largely limited to the Windows operating system, C# compilers exist for most major  
4 computer operating systems, including Mac OS, Linux, Windows, Solaris, etc. C# is  
5 suitable for writing applications for both hosted and embedded systems.

7                   **The Copyrighted Software**

8                   12. Because of the large body of legacy software existing in VB and VBN,  
9 companies seeking to modernize their software often find that it is most practical to  
10 undertake a process of converting their existing VBNBN code to C#. Paying a  
11 programmer to make the conversion line-by-line by hand can be extremely costly.  
12

13                   13. In particular, Plaintiff is informed and believes and thereon alleges that  
14 a skilled computer programmer having substantial familiarity with both VB/VBN  
15 and C# and working purely by hand, could, at best, convert 100 lines per hour from  
16 VB/VBN to C#.

17                   14. In light of this challenge, plaintiff has developed the Program, VB.Net  
18 to C# Converter, to automate the conversion process. The program is designed to  
19 enable converting from VB to C# at a significantly lower cost and much more  
20 rapidly.

21                   25. Version 2.0, of VB.Net to C# Converter ("the Copyrighted Software.")  
22 was registered with the Register of Copyrights in 2006, and was assigned  
23

1 registration TX 0006425720. A true and correct copy of the registration certificate is  
2 attached hereto as *Exhibit "A,"* and is incorporated by reference.

3                   **The Licensing of the Copyrighted Software**  
4

5         16. VBC licenses the Copyrighted Software online at the Internet web site  
6 vbconversions.com.

7         17. When the Copyrighted Software is downloaded and run, the user must  
8 affirm an End User Licensing Agreement ("EULA") before the program can be  
9 used. A true and correct copy of the EULA is attached hereto as *Exhibit "B,"* and is  
10 incorporated by reference.

11         18. In spite of the complexity of the system, the Copyrighted Software is  
12 licensed under extremely reasonable terms. VBC employs the so-called shareware  
13 model, whereby an interested user is permitted to download a time and line limited  
14 version of the Copyrighted Software in order to test it to see if it is suitable for his or  
15 her needs.

16         19. As initially downloaded, the Copyrighted Software may be used for up  
17 to fifteen (15) days. When this time limit is reached, the Copyrighted Software is  
18 disabled and ceases to function. Further, before it is unlocked, the Copyrighted  
19 Software will only function to convert VB/VBN projects consisting of up to two-  
20 thousand (2,000) lines of code. It will not process larger projects. (Shareware  
21 programs offered in such time or function limited forms are often referred to as  
22 "trialware" or "demoware.") (See 37 C.F.R. § 201.26)

1           20. If the user is satisfied with the Copyrighted Software and wishes to  
 2 continue to use it beyond the time and scope limitations applied to free use, the  
 3 EULA requires the user to apply for a full-use license by paying the standard market  
 4 fee. At that point, the user is provided an "unlock code" (or key) that removes the  
 5 restrictions in the Copyrighted Software.

7           **Cracking and Warez Sites and Unlicensed Use**

9           21. Unfortunately, a broad array of so-called "cracking sites" have  
 10 appeared on the internet that are capable of generating and providing users with  
 11 unauthorized unlock codes for the Copyrighted Software and many other programs  
 12 offered in the trialware/demoware model. These sites supply the decryption of  
 13 registration keys to developers' software and enable fraudulent registration codes to  
 14 be used in order to gain unlicensed unlimited access to the subject program.

15           22. A similar number of so-called "warez sites" have sprung up offering  
 16 already-cracked copies of copyrighted programs for download and use.

17           23. Despite its best efforts, VBC has not been able to stem the tide of  
 18 unscrupulous users who have used these means to gain unauthorized, unlicensed and  
 19 unlimited access to the Copyrighted Software.

20           24. Such users have used the Copyrighted Software without license (and  
 21 without any payment to VBC) to quickly convert vast amounts of VB/VBN code to  
 22 the more modern and desirable C#. Such users thereby obtain significant financial  
 23 benefit through their illicit, unlicensed infringing use.

## **Collection of Information Concerning Infringement**

25. In self-defense, VBC has adopted a tracking system whereby the  
3 Copyrighted Software reports its use to VBC's servers and to servers maintained by  
4 a third-party registration-tracking company, Hitek Software LLC of Goleta, CA  
5 ("Hitek").

14        27. The collection of this usage data by the Copyrighted Software and its  
15 transmission to VBC and Hitek is acknowledged and affirmed by the user as part of  
16  
17 the EULA when the Copyrighted Software is first used.

18        28. Notwithstanding the tracking system, there are almost 400,000 entries  
19        in the VBC logs, which is far more than can be reviewed manually. Despite  
20        reviewing logs on a daily basis, reliance must be placed on automated scans of  
21        certain reliable fields, such as Internet Service Provider (ISP) Names, User Names,  
22        and Unlock Codes, among others.

25           29. The primary piece of information which identified Exida as an infringer  
26  
27 was an email address detected on the users' computers. In this case, the ISP Name

1 was Verizon, the user names were "jchristman" and "administrator", and the codes  
 2 were all issued to legitimate customers. However, this information alone did not  
 3 alert VBC that Exida bore liability to it.  
 4

5       30. The acts of infringement are spread among between four different  
 6 Internet Protocol addresses and three different computers. It was only after VBC  
 7 created a novel process for data mining that the logs were developed and the data  
 8 was combined that the infringement was discovered. A manual review of the logs  
 9 and normal automated scans would not have revealed Exida's presence.

10      31. Multiple email addresses were detected on the computers, including for  
 11 example, *rebelzoo75@gmail.com*. The new data mining process combined all of the  
 12 email addresses into one field in the VBC logs. The new process parses out the  
 13 multiple email addresses per line and groups them by the Second Level Domain  
 14 Name of the email address, i.e., that portion after the @, such as *exida.com* or  
 15 *gmail.com*.\* It was only after the new process was enacted that the Exida case was  
 16 discovered.  
 17

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18 \* The .com, .net or .org are customarily referred to as the Top Level Domain  
 19 Names.  
 20  
 21

1           32. Accordingly, those illegal conversions that occurred prior to November  
 2       15, 2010, could not reasonably have been discovered had the new combining  
 3       process not been developed.  
 4

5           **SPECIFIC ALLEGATIONS OF DEFENDANTS' INFRINGEMENT**

6           33. Plaintiff has collected information demonstrating that Defendants have  
 7       used the Copyrighted Software with a fraudulent unlock code to generate more than  
 8       Five Hundred Forty One Thousand One Hundred Fifty (541,150) lines of C# code.  
 9

10          34. The Program proves its invaluable nature to programmers in the  
 11       following manner. Even if a programmer could sustain a 100-line per hour manual  
 12       translation rate over a long period, plaintiff alleges it would take more than 5,411  
 13       programmer hours to accomplish such a conversion. The average worker at 40  
 14       hours per week would accumulate about 2,000 hours per year (with a two week  
 15       vacation). Thus, it would require more than two and one-half years to do the same  
 16       task, starting from scratch, that plaintiff's program can accomplish in a matter of  
 17       hours.  
 18

21          35. The specific information related to the unlicensed infringing use is set  
 22       forth below.

23           **The Group of Infringements**

25          36. The actual dates and times of infringement are, as follows:  
 26           a.) On January 3, 2009, at 11:39 a.m., the user converted VB into 98,742 lines  
 27       of C# by reason of his illegal use of plaintiff's program. At 12:10 p.m., another  
 28

1 98,742 lines were converted. The computer name – **EXIDA-100A3799C**. The  
 2 fraudulent key that unlocked the software is P77151006CAM2R6591Y6EC067.  
 3 The owner is Exida. The user is Administrator.  
 4

5 b.) On December 1, 2009, at 2:31 p.m., the user illegally converted Visual  
 6 Basic lines into 112,470 lines of C#. The computer name – **JMC7**. The fraudulent  
 7 key that unlocked the software is P3B0E-S4167-217B5-KA976-G208F. The user is  
 8 jchristman.  
 9

10 c.) On December 4, 2009, at 2:12 p.m., the user illegally converted Visual  
 11 Basic lines into 39,022 lines of C# on computer **JMC7**. The fraudulent key used to  
 12 unlock the software is identical to that mentioned above. The same user is  
 13 jchristman.  
 14

15 d.) On December 10, 2009, at 9:15 and at 9:40 a.m., the user illegally  
 16 converted Visual Basic lines into 81,910 lines of C# on computer **JMC7**. The  
 17 fraudulent key is identical to that of December 1 and 4. The user is again  
 18 jchristman.  
 19

20 e.) On December 21, 2009, once again the data reflects identical information  
 21 as above for that computer known as **JMC7**.  
 22

23 f.) On November 15, 2010, at 10:58 a.m., the user converted 106,921 lines  
 24 into C#. Version 2.29 of the software was installed on a computer owned by  
 25 defendant, Exida. The computer name is **JMC-M4400**. The user is named  
 26  
 27

1 jchristman. A new and different fraudulent key was used by the user to unlock the  
 2 software, to wit, P0S65-80U92-DJ239-2500H-5Q828.

3       37. In each and every instance mentioned above, the user illegally  
 4 reproduced and adapted the software for the benefit of his employer. The keys were  
 5 not issued by VBC to the defendants. They are unauthorized codes whose sole  
 6 purpose is to decrypt developer's software and unlock programs to unlimited use  
 7 without the knowledge or consent of plaintiff.

8       38. Moreover, detected by plaintiff was the purpose of the wrongful  
 9 conversion. Plaintiff's tracking system recorded that the conversions were dedicated  
 10 to vb projects entitled "exSILentiaWPF," "exSILentia2," "exSILentia3," "SILDoc,"  
 11 and "exidaQuotationTool." Silentia is one of Exida's major services provided to  
 12 clients. *Exhibit "D."*

13       39. Plaintiff believes jchristman is actually defendant John Christman. This  
 14 defendant entered three elements of identity as required by VBC. That is, Mr.  
 15 Christman himself entered the Registration Name – "user;" Registration  
 16 Organization – "user;" and, Registration email – "user@user.com." It appears that  
 17 Mr. Christman was attempting to disguise his usage of the software and knew his  
 18 actions were unlawful.

19       40. Therefore, as mentioned, the total of all lines illegally converted  
 20 amounts to 541,150. To place this number of C# lines in perspective, it is said that  
 21

1 the number of C# lines is roughly equivalent to 2% if the same were in text. The  
 2 equivalence approximates 10,800 pages of text. Or, if the average book consists of  
 3 200 pages, it would require more than 50 books piled atop one another to equal the  
 4 number of lines converted. Copies of Proof of Illegal Usage are attached hereto and  
 5 incorporated by reference as *Exhibit "C."*  
 6

7       **FIRST CLAIM FOR RELIEF:** *Violation of 17 U.S.C. 106(1) & 501, et*  
 8 *seq., Copyright Infringement.*  
 9

10       41. Plaintiff incorporates by reference paragraphs 1 through 41 as if the  
 11 same were set forth fully herein.  
 12

13       42. Plaintiff is informed and believes and thereon alleges that the computer  
 14 involved in this illegal conversion was under the care, custody and control of  
 15 Defendants at all times. The user directed a false key at Plaintiff's servers in  
 16 California, bypassed the legitimate code issued to purchasers, gained unauthorized  
 17 access to the copyrighted material, reproduced Plaintiff's program, adapted and  
 18 created derivative works beneficial to their employer.  
 19

20       43. Assuming that the average programmer earns approximately \$100.00  
 21 per hour doing conversion work, the saved costs and expenses avoided by  
 22 Defendants as the result of unauthorized access, copying and usage amount to  
 23 approximately \$541,000.00.  
 24

25       44. Plaintiff alleges that the full amount of Actual Damages, including  
 26 profit attributable to the infringement, is unknown to Plaintiff at this time, but  
 27

1 accordingly to proof at time of trial. Plaintiff does allege that Statutory Damages are  
 2 at least \$150,000.00. The acts of Defendants, and each of them, involve the use of a  
 3 fraudulent code in order to bypass Plaintiff's genuine codes issued to legitimate  
 4 purchasers. The infringers knew or had reason to know they were violating  
 5 plaintiff's Exclusive Rights under the Copyright Act (At 17 U.S.C. §106(1&2)).

6  
 7 Accordingly, then, the acts complained of were willful and deliberate and qualify for  
 8  
 9 the maximum allowed by law. (At 17 U.S.C. §504(c)(2)).

10       **SECOND CLAIM FOR RELIEF: Vicarious Copyright Infringement.**

11       45. Plaintiff incorporates by reference paragraphs 1 through 44, inclusive,  
 12 as if the same were set forth fully herein.

14       46. Plaintiff is informed and believes and thereon alleges that at all times  
 15 relevant to the action complained of herein, Exida, had the right and ability to  
 16 oversee, govern, control and direct its employees actions, including, but not limited  
 17 to, causing the cessation of adverse conduct in which its employee was engaged.  
 18 Yet, despite this ability, Defendants failed and continued to fail to enforce rules of  
 19 conduct upon its employees, which led to the substantial number of lines wrongfully  
 20 converted. In particular, the Defendants failed to take decisive action to prevent  
 21 continuing unauthorized access, copying and adaptation of Plaintiff's copyrighted  
 22 software.

26       47. Plaintiff further alleges that as a proximate result of Defendants'  
 27 conduct Defendants have profited in an amount and in a manner that would not have

1 taken place, but for the purloining of Plaintiff's copyrighted software by its  
 2 employees. Accordingly, Defendants have gained a direct financial benefit to which  
 3 they are not entitled.  
 4

5       48. Under the circumstances outlined above, Defendants are liable to  
 6 Plaintiff for Statutory Damages as a willful vicarious copyright infringer in the  
 7 amount of \$150,000.00. Defendants are also liable for Actual Damages in an  
 8 amount unknown at this time, but according to proof at time of trial.  
 9

10      **THIRD CLAIM FOR RELIEF: Contributory Copyright Infringement.**

11      49. Plaintiff incorporates by reference paragraphs 1 through 48, inclusive,  
 12 as if the same were set forth fully herein.

13      50. By virtue of its position as employer, Defendant Exida knew or had  
 14 reason to know that its employee, Christman, had gained unauthorized access to  
 15 Plaintiff's copyrighted programs and was using same for the benefit of Exida by  
 16 copying and adapting the accessed copyrighted material and which he knew violated  
 17 Plaintiff's Exclusive Rights of copyright. The direct infringer's knowledge is inferred  
 18 from their use of a fraudulent code to unlock the software to unlimited use.  
 19

20      51. By engaging in such conduct, defendants, and each of them, exceeded  
 21 the scope of the very limited license granted to them for use in the Trial version of  
 22 the software and were transformed into copyright infringers.  
 23

24      52. Furthermore, Plaintiff is informed and believes that Defendants aided  
 25 the actions of its employee and materially contributed therein by supplying the data  
 26

1 and equipment necessary to encourage, urge and persuade, and induce the usage of  
 2 Plaintiff's intellectual property, in particular, by supplying computers, a router and a  
 3 virtual private network through which each and every instance of infringement  
 4 alleged herein has traveled and been directed to Plaintiff's software.  
 5

6       53. Defendants, and each of them, are liable to Plaintiff by reason of the  
 7 employer/employee relationship for Actual Damages of a sum unknown at this time,  
 8 but for all profits attributable to the infringements, according to proof at the time of  
 9 trial. In the alternative, Defendants are liable for Statutory Damages of \$150,000.00,  
 10 as and for the willful and intentional infringement and unauthorized access, copying  
 11 and usage of Plaintiff's copyrighted programs.  
 12  
 13

14           **FOURTH CLAIM FOR RELIEF:** *Violation of the Digital Millennium*  
 15 *Copyright Act (17 U.S.C. §1201(a).)*  
 16

17       54. Plaintiff repeats and re-alleges paragraphs 1 through 53, as if the same  
 18 were set forth fully herein.

19       55. At all times mentioned herein, Plaintiff has in force a 25 digit  
 20 alphanumeric code designed to control access to his copyrighted software. It is only  
 21 when a legitimate purchaser affirms the terms and conditions of the End User  
 22 Licensing Agreement (EULA) and pays the standard market fee that access to the  
 23 licensed product is permitted for an unlimited time. When adherence is satisfied  
 24 Plaintiff will issue to the licensee a non-exclusive, non-transferable license and  
 25 provide legitimate code enabling access to the copyrighted programs.  
 26  
 27  
 28

1       56. The code is intended as a technological measure for the purpose of  
2 protecting its proprietary program. To gain access requires knowledge of the 25  
3 digits issued by Plaintiff. It is intended to exclude those who seek to circumvent the  
4 code and gain unauthorized access.  
5

6       57. Defendants circumvented this technological access-control measure to  
7 obtain unlicensed access to the Copyrighted Software.  
8

9       58. The true number of acts of circumvention is unknown at this time, but  
10 Plaintiff is informed and believes and thereon alleges that at least 10 occasions  
11 above occurred.  
12

13       59. As a consequence of Defendants' unlawful and unauthorized  
14 circumvention of Plaintiff's measures, Plaintiff has sustained damages as previously  
15 set forth herein.  
16

17       60. The use of a circumvention device to gain access is an intentional and  
18 knowledgeable act by the Defendants. It is therefore willful and subjects  
19 Defendants' liable for the maximum allowed for Statutory Damages, per act of  
20 circumvention, or \$2,500.00 on 10 occasions for a total of \$25,000.00.  
21 Alternatively, Plaintiff is entitled to Actual Damages for profits attributable to the  
22 acts of circumvention per 17 U.S.C. §1203(c)(2), according to proof at time of trial.  
23 Said damages are *in addition* to that awarded for copyright infringement.  
24  
25

1                   **PRAYER FOR RELIEF**

2                   **WHEREFORE**, Plaintiff prays that the Court issue the following:

3                   A.     Defendant be enjoined during the pendency of this action and  
4                   permanently thereafter from appropriating, using or otherwise benefiting from  
5                   Plaintiff's copyrighted application software identified above without the express  
6                   written approval of Plaintiff or his delegate;

7                   B.     Defendants be ordered to identify, preserve, set aside and retain any  
8                   and all source code used by them in the infringement alleged above pursuant to  
9                   Federal Rule of Civil Procedure 34, which includes, but is not limited to:

10                  (i)    All electronically stored information which contains any portion of  
11                  Plaintiff's copyrighted program;

12                  (ii)   All writings as defined in Federal Rule of Evidence 1001, which refer  
13                  to or mention in any manner Plaintiff's program, except to those items based on  
14                  privilege.

15                  C.     Pay Plaintiff all damages sustained by him as the result of their  
16                  unlawful acts, with prejudgment interest, as well as account for and pay for all gains  
17                  and profits they have enjoyed at Plaintiff's expense. In particular, Plaintiff demands  
18                  compensation of at least \$150,000.00 as and for Statutory Damages under The  
19                  Copyright Act or Actual Damages for profits attributable to the infringement, both  
20                  direct and indirect, according to law.

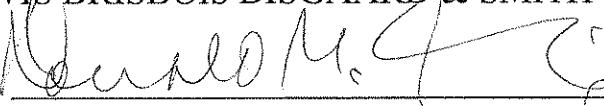
1           D. Plaintiff demands at least \$25,000.00 for violation of the applicable  
2 section of the Digital Millennium Copyright Act, §1201(a), et seq., over and above  
3 those damages recited under the Copyright Act of 1976;  
4

5           E. Trial by jury.

6           F. All costs of litigation, including costs of suit, reasonable attorney fees  
7 and interest at legal rates.  
8

9           G. Such other and further relief as the Court deems just under the  
10 circumstances.  
11

12 Dated: November 6, 2013  
13

14 LEWIS BRISBOIS BISGAARD & SMITH LLP  
15 By:   
16 Donald M. Gindy  
17 Attorneys for Plaintiff  
18 VBConversions LLC  
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